

charge; for the fruits of the earth are produced by nature, not wrung from man. He may demand compensation—interesse—if he is not repaid the principal at the time stipulated. He may ask payment corresponding to any loss he incurs or gain he forgoes. He may purchase an annuity, for the payment is contingent and speculative, not certain. It is no usury when John Deveneys, who has borrowed £19 16s., binds himself to pay a penalty of £40 in the event of failure to restore the principal, for this is compensation for damages incurred ; or when Geoffrey de Eston grants William de Burwode three marks of silver in return for an annual rent of six shillings, for this is the purchase, of a rent-charge, not a loan ; or when James le Reve of London advances £100 to Robert de Bree of Dublin, merchant, with which to trade for two years in Ireland, for this is a partnership ; or when the Priory of Worcester sells annuities for a capital sum paid down.⁵⁵ What remained to the end unlawful was that which appears in modern economic text-books as "pure interest"—interest as a fixed payment stipulated in advance for a loan of money or wares without risk to the lender, " Usura est ex mutuo lucrum pacto debitum vel exactum . . . quidquid sorti accedit, subaudi per pactum vel exactionem, usura est, quodcunque nomen sibi imponat."^M The emphasis was

on
'*pactum*. The essence of usury was that it
was certain,
-aid that, whether the borrower gained or
lost, the
usurer took his pound of flesh. Mediaeval
opinion, which
has no objection to rent or profits, provided
that they
are reasonable—for is not everyone in a small
way a
profit-maker ?—has no mercy for the
debenture-holder.
His crime is that he takes a payment for
money which
is fixed and certain, and such a payment is
usury.

The doctrine was, of course, more complex
and more
subtle than a bald summary suggests. With
the growth
of the habit of investment, of a market for
capital,
and of new forms of economic enterprise
such as insur-